

1. STATEMENT OF INTENT

- 1.1 The Saffron Group (hereafter referred to as Saffron) is committed to ensuring that tenants understand and adhere to the conditions as set out in their tenancy agreements and we will use Starter Tenancies to promote and encourage such behaviour.
- 1.2 Use of Starter Tenancies is seen as helping to establish clear expectations of behaviour for new tenants (and their families) from the start and reinforces the message that breach of the terms of the tenancy agreement (including a failure to pay rent) is not acceptable. Saffron believes that new tenancy problems can be dealt with more effectively by having a 'probationary' period in place.
- 1.3 Saffron will also use 'Starter Tenancies' as part of its wider strategy to address issues of Anti-Social Behaviour in the communities in which it works.

2. PURPOSE

- 2.1 This Policy is designed to set out Saffron's position and approach to Starter Tenancies

3. USE OF STARTER TENANCIES

- 3.1 A Starter Tenancy is a Periodic Assured Shorthold tenancy which generally runs for twelve months from the commencement of a new tenancy. Provided that the tenancy is conducted satisfactorily (and no Notice Requiring Possession has been served or an extension made to the Starter Tenancy) it will automatically convert to a full Assured Tenancy after twelve months.
- 3.2 Saffron's expectation is that the vast majority of Starter Tenancies will last for one year without being extended and will successfully convert to become full Assured Tenancies.
- 3.3 If, however, a tenant(s) does not successfully complete the initial 12 month period – by virtue of significant and/or persistent breach of the terms and conditions of the Starter Tenancy – then the tenancy may be extended or will be terminated by service of Notice Requiring Possession (NRP) in accordance with Section 21 of the Housing Act 1988.
- 3.4 The Starter Tenancy may be extended or terminated where the terms of the tenancy have been breached as set out in 3.3, including, but not exclusively, where there are issues of Anti -Social Behaviour (this includes cases of violence, abuse, harassment, illegal use of drugs, noise nuisance, vehicle nuisance, dumping of rubbish), damage to the property and/or arrears of rent.
- 3.5 Starter Tenancies will be given to new general needs and supported housing tenants but will not apply to existing tenants if they transfer within Saffron's housing stock or where a tenancy is 'assigned' to a member of the household.

- 3.6 'Successor' tenants who take on a tenancy after the death of the previous tenant will only be given a Starter Tenancy if they are a 'non statutory' successor (not spouse, partner, civil partner) and are given a new tenancy.
- 3.7 Tenants who move to a Saffron property through a mutual exchange are not subject to a new (Starter) Tenancy and will take on the existing tenant's tenancy status.
- 3.8 Starter Tenants will not have the right (until the Starter Tenancy converts to a Full Assured Tenancy) to;
- have a lodger (however, permission will not be unreasonably withheld)
 - sublet part of the property
 - assign the Tenancy (unless by a Court Order)
 - undertake Improvements - a Starter tenant can apply to improve their property but if they move out during their probationary period, they have no right to statutory compensation.
 - exchange
 - acquire or buy their home

4. SUPPORT

- 4.1 Saffron's aim is for tenants to satisfactorily complete their 12 month 'probationary' period and progress to a full Assured Tenancy unless of course there are problems with the conduct of the tenancy.
- 4.2 To assist in achieving this, Saffron will ensure that the terms of the tenancy are fully explained to new tenants (in person as part of the sign up procedure and also in information included in the tenancy conditions and Tenants Handbook). A minimum of two formal visits will be undertaken to ensure that the terms of the tenancy are not being breached. Where access is not given Saffron will consider taking formal action to gain access. Saffron will work with tenants to remedy breaches where it is practical and possible to do so if breaches are identified.
- 4.3 Starter Tenancies may involve intensive housing management in order to ensure that where possible breaches of tenancy are prevented and that if problems do occur that Saffron will intervene at an early stage to address these – including identifying whether additional support is required for the tenancy to be sustained.

5. REVIEW PROCESS

- 5.1 At or before, month nine of the tenancy, the conduct of the Starter Tenancy will be reviewed. This will inform the decision regarding whether an Assured Tenancy is to be given or action taken to end the tenancy or extend the period of the Starter Tenancy by a maximum of 6 months in certain circumstances. Issues that will be taken into account in the review process include;
- compliance with the tenancy agreement generally
 - and specifically;

- any reports of nuisance and anti-social behaviour made about the tenant, other household members or visitors
- any criminal charges or convictions in relation to the tenant or other household members
- non- payment of rent due
- identifying the support needs of the tenant(s) to assist in sustaining their tenancy and link to role of support agencies.

6. BREACH OF STARTER TENANCY

- 6.1 Before enforcement action is commenced, evidence will be required to prove the breach of tenancy and that the tenant has had reasonable time and opportunity (where appropriate) to remedy the breach. Only in extreme cases of Tenancy breach would Saffron dispense with warning letters and a review period.
- 6.2 A decision to extend a Starter Tenancy and the duration of the extension will be made by the Assistant Director (Housing) and advised to the tenant(s) in writing. Information regarding Saffron's appeals process will be provided to the tenant(s) at this stage.
- 6.3 A decision to terminate a Starter Tenancy will be made by the Assistant Director of Operations and advised to the tenant(s) in writing along with the service of the Notice Requiring Possession. Information regarding Saffron's appeals process will be provided to the tenant(s) at this stage. This will be ratified by the executive director of operations.

7. APPEALS PROCESS

7.1 Extension of Starter Tenancy

- 7.1.1 The tenant will have the right of appeal against the any decision to extend the Starter Tenancy. The appeal request must be received within 14 days of the Extension Notice being served.
- 7.1.2 The Appeals Panel may consider amongst other things;
- if the Extension Notice was served correctly
 - if the action was appropriate in terms of the evidence produced
 - if the decision taken was taken in accordance with the Starter Tenancy Policy
 - levels of contact and intervention
 - that that the tenant has been given appropriate warnings and opportunities to remedy the breach
- 7.1.3 The Appeals Panel will be made up of a member of the Executive (who has not been part of the decision making process in relation to the extension of the Starter Tenancy) and two Non-Executive Directors. The Panel will meet on its own and the tenant will not be invited to attend.

7.1.4 Written representation from the tenant must be received by Saffron within 14 days of giving notice of the Appeals Panel Meeting (the applicable date will be advised to the tenant at the time of giving notice of the meeting). Any information received after this date will not be provided to the Panel other than in exceptional circumstances (as decided by the Panel).

7.1.5 The Appeal Panel's decision will be provided to the tenant within 5 working days of the Panel meeting

7.2 Termination of Starter Tenancy

7.2.1 The tenant will have the right of appeal against the service of a Notice Requiring Possession (NRP). The appeal request must be received within 14 days of the Notice being served.

7.2.2 The Appeals Panel may consider amongst other things;

- if the NRP was served correctly
- if this action was appropriate in terms of the evidence produced
- if the decision to terminate the tenancy has been taken in accordance with the Starter Tenancy policy
- levels of contact and intervention
- that the tenant has been given appropriate warnings and opportunities to remedy the breach

7.2.3 The Appeals Panel may:

- uphold the original decision to bring the tenancy to an end or;
- if the action has been taken towards the end of the Starter Tenancy it may be decided to extend the tenancy for up to 6 months to give the tenant a final chance to moderate their behaviour.
- find in the tenant's favour and convert the tenancy to a full Assured tenancy at the end of 12 months.

7.2.4 The Appeals Panel will be made up of a member of the Executive (who has not been part of the decision making process in relation to extension or termination of the Starter Tenancy) and two Non-Executive Directors. The Starter Tenant will have the right to attend the Appeals Panel Meeting and to be accompanied by another person, or to be represented at this meeting.

7.2.5 Written representation from the tenant must be received by Saffron within 14 days of giving notice of the Appeals Panel Meeting (the applicable date will be advised to the tenant at the time of giving notice of the meeting). Any information received after this date will not be provided to the Panel other than in exceptional circumstances (as decided by the Panel).

7.2.6 The Appeal Panel's decision will be provided to the tenant within 5 working days of the Panel meeting

8. MONITORING

8.1 Monitoring will be undertaken quarterly in respect of;

- Number of Starter Tenancies granted
- Number of tenancy conversions
- Number of Starter Tenancy extensions
- Number of Starter tenancy failures
- Number of appeals
- Number of Starter Tenancy households referred to support services
- Numbers of Starter Tenancy evictions and reasons

Details will be reported to the Executive Director of Operations on a quarterly basis who will advise the Executive Team.

9. REVIEW

9.1 The Starter Tenancy process will be reviewed at the end of the three years following implementation.

9.2 Saffron recognises that there may be circumstances where it will need and/or wish to take different or alternative action to that outlined in this Policy and it reserves the right to do so.

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